

Date: June 18, 2009

RE: Case Number 05-44481 (RDD)-Master Disposition Agreement, Article 9.5.11- Severance Termination payments \ Administrative Claims

Dear Judge Drain,

America's history is filled with powerful, greedy executives and corporations, who ignored the rules, laws and moral decency to make a profit. Today, it seems, these corporate gangsters are out of control.

I am writing to you, Judge Drain, in hopes that your name will go down in American history as the man who made corporate America keep its promises to the little people, the workers, the backbone to America's success. Leadership is forged in times of crisis, and these are times of crisis when "illegal" immigrants receive free benefits and monies, but Delphi Salaried Retirees are being denied; severance monies, health care benefits and pensions promised to us for decades.

I know words are powerful, but you must look to the written law to decide the future of GM\Delphi Salaried Retirees fate. With that said, I respectfully object the revised June 16, 2009 Master Disposition Agreement, Article 9.5.11. I **believe these severance payments are Administrative Claims** and I plan to file an Administrative Expense Claim Form as soon as possible with the court.

In November of 2008, I was told by my Personnel Department that I could save a younger employees job if I took this Separation Agreement. I was also told that I was one of the very lucky employees, I would have 30 years of service in March 2009, and that I could continue to work until 2-29-09 to attain a pension effective 3-1-09. Lastly, I was told that if I didn't take this great voluntary package at that time I would most likely be called in again, and my separation would not be voluntary at that point.

On January 7, 2009, while Delphi was still in bankruptcy, I signed a contract with Delphi, agreeing to retire early in exchange for severance payments for a 12 month period totaling \$56,280.00. This Release of Claims form was **presented to me as a contract not a benefit** that Delphi was providing. I was advised to have my lawyer look this contract\agreement over before I signed it. I had not planned on retiring for at least another year. I have credit card debits that I would have paid off by working another year. With some of the promised money, my husband and I had plans to celebrate our 20th Wedding Anniversary on 6-17-09, in Hawaii. Sadly, those plans were cancelled.

As a Delphi's Salaried Retirees I have already been affected by benefits termination and pending pension reductions, allowing Delphi not to fulfill this valid, binding, legal contract with me is a third and final blow. I expect Delphi to honor and fulfill this contract I entered into with them on January 7, 2009. I fulfilled my part of the contract. I am now unemployed with no benefits. I now expect Delphi to fulfill their part by paying me the remaining bi-monthly Severance Termination payments owed to me through March 2010.

Judge Drain thank you for your time, I look forward to your decision.

Respectfully,



Christal M. Scriver-Wilk

Retirement Date: 3-1-09
CHRISTAL M. SCRIVER-WILK

Delphi Corporation
Separation Allowance Plan Release of Claims

I have been separated from my employment with Delphi Corporation ("Delphi") effective 3/1, 2009 under terms which make me eligible for benefits under the Separation Allowance Plan (the "Plan"). These benefits include Severance Pay in the total amount of \$ 56,280, less applicable deductions, to be paid in 24 semi monthly installments commencing on 3/15, 2009, and Other Transition Assistance, comprised of outplacement assistance and \$2000 which I may, at my discretion, use to help pay for the continuation of health care coverage through Delphi; provided, however, that, if I am eligible to retire with corporate contributions for health care in retirement at the time of my separation, I am not eligible for this \$2,000. I acknowledge that the consideration provided for in this Release of Claims is in excess of anything I would otherwise be entitled to receive absent my signing this Release of Claims.

In consideration for receiving these benefits, I, for myself, family, heirs, and representatives, release, remise, and forever discharge Delphi, General Motors Corporation, and their respective officers, shareholders, subsidiaries, affiliates, joint ventures, employee benefit plans, agents and employees, successors, and assigns from any and all manner of actions, causes of actions, suits, proceedings, damages, costs, and claims whatsoever in law or in equity (collectively "Claims"), which I have or may have based upon or in connection with my employment with or separation from Delphi. This release specifically includes all Claims under the Employee Retirement Income Security Act of 1974, as amended, which regulates employee benefit plans; Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Age Discrimination and Employment Act, which prohibits discrimination in employment based on age; the Equal Pay Act, which prohibits wage discrimination; state fair employment practices or civil rights laws; and any other federal, state or local law, order, or regulation or the common law relating to employment or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, Claims for breach of contract (either express or implied), slander, libel, defamation, and wrongful discharge. This release does not apply to Claims that are not subject to waiver under applicable law. This covers Claims I know about and Claims I do not know about; but does not cover Claims that arise after I separate from Delphi.

I understand that, by accepting benefits under the Plan, I will no longer be entitled to receive any disability benefits (short-term, long-term, or total and permanent) under the Delphi Life and Disability Benefits Program for Salaried Employees of the Delphi Retirement Program for Salaried Employees relating to any disability that arose or arises at any time, and if I am currently receiving or am eligible to receive disability benefits as of the effective date of this Release of Claims, I understand that such benefits or eligibility for such benefits will cease upon the effective date of this Release of Claims.

I have been given a minimum of forty-five (45) calendar days to review this Release of Claims and a written notice of the ages and job titles of all individuals in the same job classification or organizational unit who were (i) selected and (ii) who were not eligible or not selected for separation. I understand that I may use as much of this forty-five (45) day period as I wish. I have been advised to consult an attorney before signing this Release of Claims, but understand that whether or not I do so is exclusively my decision. I understand that I may revoke this Release of Claims within seven (7) days of my signing it. To be effective, the revocation must be in writing and must be received by HR before the close of business on the seventh (7th) day after I sign this Release of Claims.

I acknowledge that Delphi has made no prior representations, promises, or agreements relating to my employment and separation contrary to this Release of Claims. I understand that I am not eligible for benefits Delphi provides under any other separation program and that I will not be eligible for any enhancements Delphi may subsequently make to the benefits provided under the Plan. This Release of Claims constitutes the entire and only understanding between Delphi and me regarding my separation. If any provision or portion of this Release of Claims is held unenforceable or invalid, all remaining provisions of this Release of Claims remain in full force and effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. I AFFIRM THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS.

Signed:

Christal M. Scriver-Wilk

Delphi Identification Number (DIN):

1004011

Dated:

1-7-09

Accepted:

Craig Van Meter
Delphi Corporation

Presented on: 1/5/09
Due on: 2/18/09

HR
initialed
CV
EW